



Members: Councilmembers Clerget, Elfers, Reinke, Alt. Brown

Staff: Michael Kosa, Alisa O’Haver-Ayala, Ryan Johnstone, Andrew Leach, Robert Wright, Andria Hannegan, Courtney Littrell, Drew McCarty, Gursimran Singh, Thi Le, Kelsey White

The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight’s meeting in-person at City Hall (First Floor Conference Room), or virtually by using the meeting access link below:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 432 910 936 Passcode: 6uHEd4

[Download Teams](#) | [Join on the web](#)

Or call in (audio only) [+1 323-886-6453,,539397162#](#) United States, Los Angeles

Phone Conference ID: 539 397 162#

[Find a local number](#) | [Reset PIN](#)

CALL TO ORDER

COMMITTEE BUSINESS

1. Main & Wood Intersection Improvements - Consultant Agreement Supplement
2. Resolution 1699: EV Charging Commerce Grant Acceptance
3. Resolution 1673: Float Barn Grant Acceptance
4. Professional Service Contract Amendment – Sound Inspections
5. White River Restoration Phase 1 (CIP 14-10) - Change Order 1

REPORTS

1. Project Management Report

ADJOURNMENT

SUBJECT: Main & Wood Intersection Improvements - Consultant Agreement Supplement

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: \$74,824.78

Within Budget Allocation: Yes

ATTACHMENTS:

1. Consor - Main and Wood Supplement 2

STAFF CONTACT: Courtney Littrell, Engineering Specialist

SUMMARY BACKGROUND:

The Main and Wood intersection is the oldest intersection within the City of Sumner. The intersection needs major improvements to allow for improved pedestrian access as well as vehicle traffic improvements. With this intersection upgrade, overhead utilities will be relocated underground, and the intersection will be raised to provide additional safety to pedestrians. Bike lanes will also be constructed along Wood Avenue just north and south of the Main Street crossing, as well as the addition of significant ADA upgrades to the intersection with new sidewalks and curb ramps.

Conсор North America, Inc. was selected to provide Construction Management Services for this project through a qualification-based selection process. The original agreement amount for the Construction Management Services was for \$316,142.80 and was executed in December 2022. Supplement #1 was a no-cost supplement that updated the Indirect Cost Rates for Consor North America, Inc. This supplement, Supplement #2, is to add \$74,824.78 to the contract, for a total of \$390,367.58, which will allow for the Construction Management Services to be completed for the remainder of the project.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/3/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving a supplement to Consor North America, Inc.'s Consultant Services Agreement for the Main and Wood Intersection Improvements (CIP 19-02), increasing the contract amount by \$74,824.78 to a total authorized not-to-exceed \$390,367.58, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the supplement, substantially in a form as approved by the City Attorney.



Supplemental Agreement Number _____		Organization and Address	
Original Agreement Number			
Project Number		Phone:	
Project Title		Execution Date	Completion Date
Description of Work		New Maximum Amount Payable	

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #2	Total
Direct Salary Cost	\$ 93,384.74	\$ 23,269.15	\$ 116,653.89
Overhead (Including Payroll Additives)	\$ 181,371.84	\$ 45,192.35	\$ 226,564.19
Direct Non-Salary Costs	\$ 23,719.72	\$ 452.92	\$ 24,172.64
Fixed Fee	\$ 17,666.50	\$ 5,910.36	\$ 23,576.86
Total	\$ 316,142.80	\$ 74,824.78	\$ 390,967.58

City of Sumner
LA9556
Supplement Agreement No. 2

Consultant Fee Determination - Summary Sheet
Negotiated Fee
Supplement #2

City of Sumner

MAIN AND WOOD IMPROVEMENTS PROJECT

Task Description:

Consultant Fee Determination

Consultant: Consor

Code LABOR	Classification	Man Hours Hours		Rate		Dollars
	Principal Engineer VI (Machan)	1	x	\$108.15	=	108.15
	Construction Manager VI (M Warren)	120	x	\$66.00	=	7,920.00
	Inspector IV (Hawkins)	180	x	\$46.00	=	8,280.00
	Technician IV (Ramos)	98	x	\$46.00	=	4,508.00
	Technician II (E Warren)	82	x	\$29.00	=	2,378.00
	Administrative III (Gillis)	2	x	\$37.50	=	75.00
	Total Hours	483				
	Total DSC				=	23,269.15

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of 194.22% x \$ 23,269.15 = **45,192.35**

Negotiated Fee (NF):

NF Rate x DSC of 25.40% x \$ 23,269.15 = **5,910.36**

Reimbursables

<u>Itemized</u>	Quantity	Units	@	Rate		In Scope
Mileage	676	each	@	\$0.670	=	<u>452.92</u>
Reimbursables Total						452.92

Consor Subtotal **74,824.78**

Material Testing and Special Inspection Costs (Direct Expense)

MTC **0.00**

Grand Total **74,824.78**

Prepared By: Mark Warren

Date: August 26, 2024

Select 2023 Rate Schedule to Use:
Custom

MAIN AND WOOD IMPROVEMENTS PROJECT
CITY OF SUMNER
PROPOSED SUPPLEMENT No 2 FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)														
	Principal Engineer VI	Construction Manager VI	Inspector IV	Technician IV	TechnicianII	Administrative III	Hours	Labor	Overhead	Profit	Subconsultants	Subconsultant Total with Markup	Mileage	Total	
											MTC				
Average Billing Rate Estimated per Classification/Staff	\$108.15	\$66.00	\$46.00	\$46.00	\$29.00	\$37.50									
Staff Name	Mechan	WarrenM	Hawkins	Ramos	WarrenE	Gillis			194.22%	25.40%					
Task 1 - Project Management and Contract Administration															
Task 1.1 - Project Coordination	1						1	\$ 108.15	\$ 210.05	\$ 27.47	\$	- \$	- \$	345.67	
Task 1.2 - Invoices/Status Reporting		1				2	3	\$ 141.00	\$ 273.85	\$ 35.81	\$	- \$	- \$	450.66	
Task 1.3 - Project Safety Plan	0	0					0	\$ -			\$	- \$	- \$	-	
Task 1 Subtotal	1	1	0	0	0	2	4	\$ 249.15	\$ 483.90	\$ 63.28	\$ -	\$ -	\$ -	796.33	
Task 2 - Construction Contract Administration and Closeout															
Task 2.1 - Pre-Construction Meeting							0	\$ -	\$ -	\$ -	\$	- \$	- \$	-	
Task 2.2 - Project and Weekly Construction Meetings		25					25	\$ 1,650.00	\$ 3,204.63	\$ 419.10	\$	- \$	104.52	5,378.25	
Task 2.3 - Contract Administration		28		50			78	\$ 4,148.00	\$ 8,056.25	\$ 1,053.59	\$	- \$	- \$	13,257.84	
Task 2.4 - Monthly Progress Estimates		6		8	8		22	\$ 996.00	\$ 1,934.43	\$ 252.98	\$	- \$	- \$	3,183.42	
Task 2.5 - Shop Drawings, Submittals and RFIs		20			10		30	\$ 1,610.00	\$ 3,126.94	\$ 408.94	\$	- \$	- \$	5,145.88	
Task 2.6 - Labor Compliance		0			24		24	\$ 696.00	\$ 1,351.77	\$ 176.78	\$	- \$	- \$	2,224.56	
Task 2.7 - Project Closeout		40		40			120	\$ 5,640.00	\$ 10,954.01	\$ 1,432.56	\$	- \$	- \$	18,026.57	
Task 2 Subtotal	0	119	0	98	82	0	299	\$ 14,740.00	\$ 28,628.03	\$ 3,743.96	\$ -	\$ -	\$ 104.52	47,216.51	
Task 3 - Construction Inspection															
Task 3.1 - Construction Inspection			180				180	\$ 8,280.00	\$ 16,081.42	\$ 2,103.12	\$	- \$	348.40	26,812.94	
Task 3 Subtotal	0	0	180	0	0	0	180	\$ 8,280.00	\$ 16,081.42	\$ 2,103.12	\$ -	\$ -	\$ 348.40	26,812.94	
Task 4 - Testing and Special Inspection Services During Construction															
Task 4.1 - Material Testing and Special Inspections							0	\$ -	\$ -	\$ -	\$	- \$	- \$	-	
Task 4 Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
TOTAL - ALL TASKS	1	120	180	98	82	2	483	\$ 23,269.15	\$ 45,193.35	\$ 5,910.36	\$ -	\$ -	\$ 452.92	74,825.78	

SUBJECT: Resolution 1699: EV Charging Commerce Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. Resolution #1699 - Grant Acceptance Resolution for EV Chargers for City Hall

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

As part of efforts to fund the installation of 2 EV chargers at the City Hall Building for fleet vehicles, the City applied for grant funding from the Washington Department of Commerce. The city was awarded \$30,000.

Funds are expected to be spent by June 2025.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/3/2024
--

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to enter into agreement with the Washington State Department of Commerce to receive grant funding in the amount of \$30,000 for the City Hall EV Charger Project, substantially in a form approved by the City Attorney and ratify and confirm any and all prior acts consistent with this approval.

RESOLUTION NO. 1699

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM WASHINGTON STATE DEPARTMENT OF COMMERCE**

WHEREAS, the city of Sumner applied for a Grant through the Washington Electric Vehicle Charging Program (WAEVCP) for City Hall Fleet Chargers; and

WHEREAS, Department of Commerce awarded the City a grant of \$30,000 towards the City Hall EV Chargers project; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SUMNER, WASHINGTON:**

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Washington Electric Vehicle Charging Program (WAEVCP) grant for City Hall Fleet Chargers and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Resolution 1673: Float Barn Grant Acceptance

CATEGORY: Resolution

BUDGET IMPACT:

ATTACHMENTS:

1. Contract 18-96616-044
2. Resolution #1673 - Grant Acceptance Resolution for Float Barn Grant

STAFF CONTACT: Drew McCarty, Engineering Specialist

SUMMARY BACKGROUND:

As part of efforts to help fund the cemetery maintenance facility, to help provide a secure and safe facility to house the city of sumners park department equipment; community float, primarily used in the daffodil festival, and temp security for vehicles impounded by the Sumner police department. The City applied for grant funding from the Washington Department of Commerce. The city was awarded \$99,910.

Funds are expected to be spent by June 2025.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee
--

MEETING/STUDY SESSION DATE: 9/3/2024

COMMITTEE RECOMMENDATION: Do Pass
--

STAFF RECOMMENDATIONS/MOTION:

A motion authorizing the Mayor to enter into agreement with the Washington State Department of Commerce to receive grant funding in the amount of \$30,000 for the City Hall EV Charger Project, substantially in a form approved by the City Attorney and ratify and confirm any and all prior acts consistent with this approval.



Grant to

City of Sumner

through

The Local Community Projects Program

For

Daffodil Heritage Float Barn Project

Table of Contents

FACE SHEET	4
SPECIAL TERMS AND CONDITIONS.....	5
1. GRANT MANAGEMENT.....	5
2. COMPENSATION	5
3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES	5
4. STATE PUBLIC WORKS	6
5. SITE CONTROL	6
6. DOCUMENTATION AND SECURITY	6
7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES.....	7
8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT.....	7
9. BILLING PROCEDURES AND PAYMENT	8
10. CLOSEOUT CERTIFICATION	9
11. INSURANCE.....	9
12. ORDER OF PRECEDENCE	11
13. REDUCTION IN FUNDS	11
14. REAPPROPRIATION.....	12
15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES.....	12
16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY	12
17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE	12
18. MODIFICATION TO THE PROJECT BUDGET	13
19. SIGNAGE, MARKERS AND PUBLICATIONS	13
20. HISTORICAL AND CULTURAL ARTIFACTS.....	14
21. TERMINATION FOR FRAUD OR MISREPRESENTATION.....	14
22. FRAUD AND OTHER LOSS REPORTING.....	14
23. PUBLIC RECORDS ACT.....	15
24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK	15
25. TREATMENT OF ASSETS.....	15
GENERAL TERMS AND CONDITIONS.....	16
1. DEFINITIONS.....	16
2. ACCESS TO DATA.....	16
3. ADVANCE PAYMENTS PROHIBITED.....	16

4.	ALL WRITINGS CONTAINED HEREIN	16
5.	ALLOWABLE COSTS	16
6.	AMENDMENTS	16
7.	AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE “ADA” 28 CFR PART 35	17
8.	ASSIGNMENT	17
9.	ATTORNEYS’ FEES	17
10.	AUDIT	17
11.	BREACHES OF OTHER STATE CONTRACTS	18
12.	CODE REQUIREMENTS.....	18
13.	CONFIDENTIALITY/SAFEGUARDING OF INFORMATION	18
14.	CONFORMANCE	19
15.	CONFLICT OF INTEREST	19
16.	COPYRIGHT PROVISIONS	19
17.	DISALLOWED COSTS	20
18.	DISPUTES	20
19.	DUPLICATE PAYMENT	20
20.	GOVERNING LAW AND VENUE	21
21.	INDEMNIFICATION.....	21
22.	INDEPENDENT CAPACITY OF THE GRANTEE	21
23.	INDUSTRIAL INSURANCE COVERAGE	21
24.	LAWS	21
25.	LICENSING, ACCREDITATION, AND REGISTRATION	21
26.	LIMITATION OF AUTHORITY	22
27.	LOCAL PUBLIC TRANSPORTATION COORDINATION.....	22
28.	NONCOMPLIANCE WITH NONDISCRIMINATION LAWS	22
29.	PAY EQUITY	22
30.	POLITICAL ACTIVITIES	23
31.	PREVAILING WAGE LAW	23
32.	PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION	23
33.	PUBLICITY.....	23
34.	RECAPTURE	23
35.	RECORDS MAINTENANCE.....	24
36.	REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE	24
37.	RIGHT OF INSPECTION.....	24
38.	SAVINGS	24

39.	SEVERABILITY	24
40.	SITE SECURITY.....	25
41.	SUBGRANTING/SUBCONTRACTING	25
42.	SURVIVAL	25
43.	TAXES.....	25
44.	TERMINATION FOR CAUSE	25
45.	TERMINATION FOR CONVENIENCE.....	26
46.	TERMINATION PROCEDURES	26
47.	TREATMENT OF ASSETS.....	27
48.	WAIVER.....	27
	ATTACHMENT A - SCOPE OF WORK.....	28
	ATTACHMENT B - PROJECT BUDGET	29
	ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT	30
	ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.....	31
	ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS	32

FACE SHEET

Grant Agreement Number: 18-96616-044

Project Name: Daffodil Heritage Float Barn Project

Washington State Department of Commerce Local Government Division Local Community Projects

1. GRANTEE City of Sumner 1104 Maple St. Sumner, WA 98390		2. GRANTEE Doing Business As (optional)	
3. GRANTEE Representative Drew McCarty (253) 569-0664 drewm@sumnerwa.gov		4. COMMERCE Representative Joseph Brown Program Manager (360) 725-5040 joseph.brown@commerce.wa.gov	
5. Grant Amount \$99,910.00		6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	
7. Start Date Upon Final Signature		8. End Date June 30, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency N/A	
CFDA Number N/A		10. Tax ID # 91-6001282	
11. SWV # SWV0007719-00		12. UBI # 277-000-014	
13. UEI # N/A		14. Grant Purpose The purpose of this performance-based Grant Agreement is to provide funding for The purpose of this performance-based contract is to provide funding for the Daffodil Heritage Float Barn project as described in Attachment A - Scope of Work (the "Project"). as described in Attachment A – Scope of Work. COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).	
FOR GRANTEE _____ Kathy Hayden, Mayor _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM <u>Lisa Koperski, Assistant Attorney General</u> Date: 7/22/2024	

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the Grantee, a unit of local government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 2, Section 1016, made an appropriation to support the 2018 Local and Community Projects Program, and as amended in the laws of 2019, Chapter 413, Section 6003, and a appropriation in the Laws of 2020, Chapter 356, Section 6002, and a reappropriation in the Laws of 2021, Chapter 332, Section 6004, and as amended in the Laws of 2022, Chapter 296, Section 1052, and a reappropriation in the Laws of 2023, Chapter 474, Section 6012, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a “party” and, collectively, the “parties.”

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$99,910.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i. Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii. Cash dedicated to the Project.
 - iii. Funds available through a letter of credit or other binding loan commitment(s).
 - iv. Pledges from foundations or corporations.
 - v. Pledges from individual donors.

- vi. The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii. In-kind contributions, subject to COMMERCE'S approval.
- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

5. SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of ten (10) years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

6. DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

- A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.
- B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:
 - i. the facility improved or acquired with grant funds; or
 - ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures Unless authorized by the Washington State Legislature, only those Project costs incurred after the date of execution, may be reimbursed. Reimbursable cost are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements;
 - ii. Permits and fees;

- iii. Labor and materials;
 - iv. Taxes on Project goods and services;
 - v. Capitalized equipment;
 - vi. Information technology infrastructure; and
 - vii. Landscaping.
- E. Other costs authorized through the legislation.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 12B below. for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

- a. Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- b. Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- 1. Loss or damage by fire and such other risks;
 - 2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;

3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.
 2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.
 3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.
- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
 - iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall

provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability
- 11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised

funding limitations. The parties understand and agree that GRANTEE shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the

rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

A. Taxpayers of Washington State as participant in funding Project

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

B. Ensure coordinated Climate Commitment Act branding.

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: "The is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."
- ii. Include the "Climate Commitment Act" logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:
 - a. any Project website or webpage that includes logos from other funding partners; and/or
 - b. any Project media or public information materials that include logos from other funding partners; and/or
 - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon

request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a

nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this

Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

46. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;

- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

47. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

48. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by the City of Sumner for architecture and engineering, and construction work related to the Daffodil Heritage Float Barn project located at 6108 124th Avenue Ct, Puyallup WA 98372.

This Project will include, but not limited to, the construction of a secure and safe facility to house the City of Sumner's Park Department equipment; the community's float, primarily used in the Daffodil Festival; the City's historic 1932 Kenworth fire engine; and temporary security for vehicles impounded by the Sumner Police Department.

This Project will serve as a benefit to the public by providing a building that would serve as headquarter and support for the City's Parks Department staff and throughout the year, serve the community volunteers who work on designing and building the float.

This Project is anticipated to be completed by June 30, 2025.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - PROJECT BUDGET

<u>Line Item</u>	<u>Funding Amount</u>
Architecture & Engineering	\$102,776.00
Construction	\$2,191,345.00
Construction Management	\$93,599.00
Total Project Budget	\$2,387,720.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Fund Sources	Amount	
Local Funding Source	\$2,287,810.00	
Total Non-State Funds	\$2,287,810.00	
State Funds	Amount	
State Capital Budget	\$99,910.00	
Total Non-State and State Sources	\$2,387,720.00	
Holdback:	0.00%	\$0.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

NOT APPLICABLE

GRANTEE

TITLE

DATE

RESOLUTION NO. 1673

CITY OF SUMNER, WASHINGTON

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, ACCEPTING A
GRANT FROM WASHINGTON STATE DEPARTMENT OF COMMERCE**

WHEREAS, the city of Sumner applied for a Grant through the Local Community Projects Program for the Sumner Cemetery Maintenance Facility project; and

WHEREAS, Department of Commerce awarded the City a grant of \$99,910 towards the Cemetery Maintenance Facility project; and

WHEREAS, City Council acceptance of the grant and authorization for the Mayor to execute a grant agreement is required by law; and

WHEREAS, it is in the City's interests to accept the grant funds and enter into any necessary grant agreements regarding the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SUMNER, WASHINGTON:**

Section 1. That the City Council of the City of Sumner, Washington, does hereby accept the Local Community Projects Program Grant and authorizes the Mayor to execute any necessary funding agreements, and any and all documents necessary to carry out and effectuate the grant acceptance.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. Effective Date. This resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED AND APPROVED this _____.

Kathy Hayden, Mayor

Attest:

Approved as to form:

Michelle Converse, City Clerk

Andrea J. Marquez, City Attorney

SUBJECT: Professional Service Contract Amendment – Sound Inspections

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: 100,000.00

Within Budget Allocation: Yes

ATTACHMENTS:

1. Amend_2 9-3-24
 2. Exhibit A
-

STAFF CONTACT: Doug Beagle, Development Services Director

SUMMARY BACKGROUND:

The City entered into a Contract with Sound Inspections in January 2022 to provide Building/Fire review and Inspections NTE 300,000.00. Previous Amendment # 1 was approved and added \$15,000.00 to the total contract amount. With the demand for larger projects and a steady flow of projects over the past 18 months, there is a need to supplement their contract with amendment # 2 for amount of \$100,000.00 to continue to provide these services into 2025. This will bring the total contract amount not to exceed \$415,000.00.

COUNCIL COMMITTEE/STUDY SESSION: PW Committee

MEETING/STUDY SESSION DATE: 9/3/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving an amendment to Sound Inspection LLC Consultant Services Contract for the Building/Fire review and Inspections, increasing the contract amount by \$100,000.00 to a total authorized amount not-to-exceed \$415,000.00, and authorizing the Mayor and City Administrator to execute any and all documents necessary to effectuate the amendment, substantially in a form as approved by the City Attorney.



AMENDMENT NO. 2

NAME OF CONSULTANT, CONTRACTOR OR VENDOR:

Sound Inspection, LLC

CONTRACT NAME & PROJECT NUMBER:

NA

ORIGINAL AGREEMENT DATE:

Oct 18, 2023

This Amendment is made between the City and the above-referenced Consultant, Contractor or Vendor and amends the original Contract/Agreement and all prior Amendments. All other provisions of the original Contract/Agreement or prior Amendments not inconsistent with this Amendment shall remain in full force and effect. For valuable consideration and by mutual consent of the parties, Consultant, Contractor or Vendor's work is modified as follows:

1. Section I of the Agreement, entitled "Description of Work," is hereby modified to add additional work or revise existing work as follows:

In addition to work required under the original Agreement and any prior Amendments, the Consultant, Contractor or Vendor shall:

BUILDING & FIRE REVIEW & INSPECTION SERVICES

2. The contract amount and time for performance provisions of Section II "Time of Completion," and Section III, "Compensation," are modified as follows:

Original Contract Sum, <i>including applicable WSST</i>	\$300,000.00
Net Change by Previous Amendments <i>including applicable WSST</i>	\$15,000.00
Current Contract Amount <i>including all previous amendments</i>	\$315,000.00

Current Amendment Sum	\$100,000.00
Applicable WSST Tax on this Amendment	\$N/A
Revised Contract Sum	\$415,000.00

Original Time for Completion (insert date)	December 31, 2025
Revised Time for Completion under prior Amendments (insert date)	N/A
Add'l Days Required (±) for this Amendment	N/A calendar days
Revised Time for Completion (insert date)	N/A

In accordance with Section XIII E of the Contract/Agreement, the Contractor, Consultant or Vendor accepts all requirements of this Amendment by signing below, by its signature waives any protest or claim it may have regarding this Amendment, and acknowledges and accepts that this Amendment constitutes full payment and final settlement of all claims of any kind or nature arising from or connected with any work either covered or affected by this Amendment, including, without limitation, claims related to contract time, contract acceleration, onsite or home office overhead, or lost profits. This Amendment, unless otherwise provided, does not relieve the Contractor, Consultant or Vendor from strict compliance with the guarantee and warranty provisions of the original Agreement.

All acts consistent with the authority of the Agreement, previous Amendments (if any), and this Amendment, prior to the effective date of this Amendment, are hereby ratified and affirmed, and the terms of the Agreement, previous Amendments (if any), and this Amendment shall be deemed to have applied.

The parties whose names appear below swear under penalty of perjury that they are authorized to enter into this Amendment, which is binding on the parties of this contract.

IN WITNESS, the parties below have executed this Amendment, which will become effective on the last date written below.

CONSULTANT, CONTRACTOR OR VENDOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF SUMNER: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____
	APPROVED AS TO FORM: _____ Sumner City Attorney

EXHIBIT A

SCOPE OF WORK/BUDGET

BUILDING & FIRE REVIEW & INSPECTION SERVICES

At the request of the Jurisdiction's, services will be required to perform the duties as a Building/Fire plans reviewer and inspector.

MEETING ATTENDANCE

The Consultant's staff is available to attend Jurisdiction requested meetings such as pre-application, pre-construction or cooperative review meetings.

PLAN REVIEW

The Jurisdiction will determine which plans and building permit applications will be reviewed by the Consultant. The Jurisdiction will intake, track, and process the permit applications and all revisions per current building permit administration procedures. The Consultant will review such plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the Jurisdiction to include the 2018 WA State Fire Code.

BUILDING/FIRE INSPECTION

The Consultant will provide a certified building inspector or equal to perform the following services on an as- needed, on-call basis:

- Upon authorization by the Jurisdiction, the inspector will perform building inspection work for the Jurisdiction.
- The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-11), and Energy Code (WAC 51-11), 2018 WA State Fire Code and the applicable City Building Codes.



2019 PROFESSIONAL FEE SCHEDULE

Chief Investigative Engineer (Structural)	\$150.00hr
Chief Investigative Engineer (Geo-Tech)	\$150.00hr
Chief Investigative Engineer (Civil)	\$150.00hr
Architect	\$130.00hr
Structural Investigator	\$125.00hr
Associate Structural Investigator	\$ 80.00hr
Drafting/CAD Support	\$ 95.00hr
Administrative Support	\$ 55.00hr
Building Envelope Inspections	\$ 100.00 hr
Municipal Building Inspections	\$ 105.00hr
Municipal Plan Review Services	65% of plan review fee, for over 1 million in valuation and hourly fee less than 1 million
(Structural, Non-Structural, Mechanical, Plumbing, Fire, Electrical, Energy, Ventilation/Indoor Air Quality, Accessibility (ADA))	\$ By Quote
Building Code Lecture/Seminar/Instruction	\$ By Quote
Expert Witness	(minimum) \$Twice (2x) Normal Billing Rate

25% of Plan Review fee for Fire Review

- Hourly rates do not include charges for normal reimbursables such as vehicle mileage, reproduction, special mailing and courier service.
- Expert witness testimony for deposition, hearings, trial mediation, arbitration and similar proceedings will be billed at twice the normal fee schedule with a 4-hour minimum to include standby time. Testimony preparation is at the normal fee schedule with a 4-hour minimum.
- Sub consultant expenses, laboratory testing and analysis and similar professional services are billed at cost, plus an administrative fee.
- All professional fees are subject to change without notice.

SOUND INSPECTIONS, LLC

[2019 FeeSchedule.002]

SUBJECT: White River Restoration Phase 1 (CIP 14-10) - Change Order 1

CATEGORY: Consent

BUDGET IMPACT:

Expenditure Required: 1,085,000

Within Budget Allocation: yes

ATTACHMENTS:

1. Change Order 01
-

STAFF CONTACT: Robert Wright, Engineering Specialist

SUMMARY BACKGROUND:

Public Works began Construction of the White River Restoration Project Phase 1 in July 2024. Part of the project anticipated allowing for additional earthwork to occur with an incentive to the contractor. This change allows for additional volume within the planned excavation and authorized the \$2 per cubic yard incentive for Bid Item 5 (for a total of \$10/Cubic Yard). In addition, new areas were included. These new areas are more difficult to excavate and require additional stormwater control, hauling, and time. The new areas further increase Bid Item 5 by an additional \$2 (total of \$12 per cubic yard) and Bid Item 6 by \$1 (total of \$7 per cubic yard). The total additional volume added via change order is 105,000 cubic yards, with the total cost of the change at \$1,085,000. This change also adds 20 additional working days.

COUNCIL COMMITTEE/STUDY SESSION: Public Works Committee

MEETING/STUDY SESSION DATE: 9/3/2024

COMMITTEE RECOMMENDATION: Do Pass

STAFF RECOMMENDATIONS/MOTION:

A motion approving Change Order 1 to Goodfellow Bro's Inc. Construction Contract for the White River Restoration - Phase 1 (CIP 14-10), increasing the contract amount by \$1,085,000 to a total authorized amount not-to-exceed \$3,878,771.00 plus applicable tax, and ratifying previous actions by the Mayor to execute any and all documents necessary to effectuate the Change Order, substantially in a form as approved by the City Attorney.

CHANGE ORDER 1



1104 Maple Street
Sumner, WA 98390

CONTRACT CHANGE ORDER		Contract No. & Title CIP 14-10 White River Restoration Project
		Project Manager: Doug Beagle / Robby Wright
Date Prepared	8/28/2024	Change Order No. 01
		Prime: Goodfellow Bros., LLC
Change Title: Additional Common Excavation Including Haul		
Change Scope / Justification: Change Order 1 authorizes the incentive for volume of CAT 1,2,3 stockpiles exceeding 175,000 CY per Section 1-08.11 Incentive for Additional Suitable Material Delivery, incorporates Field Directive 1 revising Plan Sheets 3, 6, 7, 14, 15, 17, and 18 providing access to approximately 61,000 CY of additional material, and adds Bid Item 5A, 5B, and 6A to establish unit costs for additional volume of material.		

COST DATA	CONTRACT AMOUNT	SCHEDULE	
Original Contract (pretax)	\$2,793,771.00	Original Substantial Completion	9/12/2024
Previous Change Orders	0.00	Previous Time Extension by Change Order (days)*	0
This Change Order Amount (pretax)	\$1,085,000.00	Suspension of Work (days)	0
New Contract Amount	\$3,878,771.00	Change Order #1 Time Extension (days)	20
		New Substantial Completion	10/15/2024

CONTRACTOR:		CITY OF SUMNER
Signature		Signature
Name & Title		Name & Title
Date:		Date:

This Change Proposal shall represent full and complete compensation and final settlement of all Claims for all (1) time; (2) direct, indirect, and overhead costs; (3) profit; and (4) costs or damages associated with delay, inconvenience, disruption of schedule, impact, ripple effect, loss of efficiency or productivity, acceleration of work, lost profits, and/or any other costs or damages related to any work either covered or affected by the Change Proposal, or related to the events giving rise to the Change Proposal.

CHANGE ORDER 1

Project:	White River Restoration Project	CO No:	1
Contractor:	Goodfellow Bros., LLC		
	Dennis Diteman	Project No:	CIP 14-10

Change Description

This change order adds Bid Item 5A, 5B, and 6A to account for volume of common excavation exceeding the base bid amount provided in the original design and authorizes incentive per Section 1-08.11. In summary,

- Per the Contract's Incentive for Additional Suitable Material Delivery, Section 1-08.11, the unit cost of Bid Item 5 is increased by \$2.00 per CY for volume of CAT 1/2/3 stockpiles exceeding 175,000 CY. This change order adds Bid Item 5A to account for this increased unit cost.
- Field Directive 1 provides revisions to Plan Sheets 3, 6, 7, 14, 15, 17, and 18 to increase the limits of excavation and provide approximately 61,000 CY of additional common excavation in Areas B and C. This change order adds Bid Item 5B and 6A to account for additional CAT 1/2/3 and CAT 4 stockpiles.

Bid Item 5A: This change order adds Bid Item 5A to account for the increase in unit cost for Bid Item 5 permitted by Section 1-08.11 of Special Provisions. Bid Item 5A will be applied to volumes of CAT 1/2/3 stockpiles that exceed the 175,000 CY base volume up to 200,000 CY. The unit cost of Bid Item 5A is \$10.00 per CY (Bid Item 5 plus \$2.00). The original unit bid cost of \$8.00 per CY for Bid Item 5 will be paid for all material delivered to CAT 1/2/3 stockpiles up to 175,000 CY. Based on site conditions, the estimated CAT 1/2/3 total stockpile volume available to the Contractor in the base bid excavation area is 200,000 CY.

Field Directive 1: This change order incorporates additional work provided in Field Directive 1. Revisions to Plan Sheets 3, 6, 7, 14, 15, 17, and 18 increase the limits of excavation and provide approximately 61,000 CY of additional common excavation. These additional limits of excavation were not included in the base bid documents and require additional clearing, erosion control, and haul efforts. Unit prices for additional work are as follows.

Bid Item 5B: This change order adds Bid Item 5B to account for volume of CAT 1/2/3 stockpiles that exceed 200,000 CY up to 255,000 CY. The unit cost of Bid Item 5B is \$12.00 per CY (Bid Item 5 plus \$4.00). The maximum total amount of CAT 1/2/3 stockpiles is 255,000 CY (sum of Bid Item 3, 4, 5, 5A, and 5B).

Bid Item 6A: This change order adds Bid Item 6A to account for volume of CAT 4 stockpiles that exceed 95,000 CY (base bid volume) up to 120,000 CY (potential additional volume CAT 4 provided in Field Directive 1). The unit cost of Bid Item 6A is \$7.00 per CY (Bid Item 6 plus \$1.00). The original unit bid price of \$6.00 per CY for Bid Item 6 will be paid for all material delivered to CAT 4 stockpiles up to 95,000 CY. The maximum total amount for CAT 4 stockpiles is 120,000 CY (sum of Bid Item 6 and 6A).

The contract requirements for Measurement and Payment provided in Section 2-03 of the Special Provisions remain unchanged and apply to Bid Item 5, 5A, 5B, 6, and 6A. All other bid items, unit prices, and Contract provisions remain unchanged including but not limited to Bid Item 1 Mobilization, Bid Item 7 Erosion Control and Water Pollution Prevention Dry Season, Bid Item 8 Erosion Control and Water Pollution Prevention Wet Season, and Bid Item 9 Stormwater Pollution Prevention Plan.

Working Days: This change order adds 20 additional working days to the contract. The total number of working days has increased from 57 to 77 working days to provide additional time to excavate and haul additional suitable material exceeding 175,000 CY to CAT 1/2/3 stockpiles. No additional costs for the additional 20 days provided in this change order will be paid by the city, other than the increased unit costs provided in Bid items 5A, 5B and 6A listed above. Section 1-08.4(1) of the Special Provisions still applies to all contracted work, including change order work. Delivery of additional volume of suitable material to CAT 1,2,3 stockpiles shall be complete by October 15, 2024, regardless of working days remaining. Note that any work past October 1, 2024, shall comply with Wet Season conditions in the NPDES Construction Permit and 2019 Stormwater Management Plan Manual for Western Washington (WMMWW).

Determination of Entitlement

The contract provides an incentive of increased unit costs for suitable material delivered to CAT 1/2/3 stockpiles by September 30, 2024. The total volume of CAT 1/2/3 material available to the contractor based on site conditions and base bid documents is 200,000 CY. In addition, the city has agreed to expand the scope of work and increase excavation locations to provide access to additional material beyond what was included in the base bid documents at a mutually agreed upon unit cost. If GBI can deliver additional volume to specified stockpile areas within the allowable timeframe, they are entitled to the additional working days and increased unit costs for Bid Items 5 and 6. The city has agreed to proceed with this change order per contract documents to increase the excavation and delivery of additional quantities of material and to obtain the Contractor's waiver of a potential claim.

Time and Cost Analysis

Bid Item 5 Common Excavation, Incl. Haul – Area B/C to CAT 1,2,3 Stockpiles (additional volume over 100,000 CY)

- Bid Item 5A: Volume 175,000 to 200,000 CY. Up to 25,000 CY to be paid at \$10.00 per CY. Estimated additional cost of \$250,000.
- Bid Item 5B: Volume 200,000 to 255,000 CY. Up to 55,000 CY to be paid at \$12.00 per CY. Estimated additional cost is \$660,000.

Bid Item 6 Common Excavation, Incl. Haul – Area A/B/C to CAT 4 Stockpiles

- Bid Item 6A: Volume 95,000 to 120,000 CY. Up to 25,000 CY to be paid at \$7.00 per CY. Estimated additional cost is \$175,000.

Section 1-04.6 Variations in Estimated Quantities of the contract special provisions still apply for all Bid Items.

Total Estimated Change Order Cost (Bid Item 5A \$250K + Bid Item 5B \$660K + Bid Item 6A \$175K) is \$1,085,000.

This change order adds 20 additional working days to the contract. The total number of working days has increased from 57 working days to 77 working days to provide additional time to excavate and haul additional material.

Waiver of Claim

As a condition of this change order, Goodfellow Bros., knowingly and voluntarily waives any actual or alleged claim for additional costs or delays or other damages whatsoever, which may exist or may hereafter accrue, regarding or arising from and related to the procurement, installation, retrofitting, use and removal of the temporary bridge or retrofitting of the City's bridge located on 148th or any other known or unknown consequence of its choice to pursue the temporary bridge alternative in lieu of working within with the load limitations on the City's bridge. The city responded to Goodfellow Bros., Inc. Request for Change letter dated July 26, 2024, and again responded to GBI's letter dated August 6, 2024, with the City's response on August 15, 2024. In each of the City's responses, it made clear that any alleged claim or damage was untimely and unjustified based on the contract specifications which always outlined a temporary bridge as the Contractor's alternative option. By acceptance of this change order and opportunity for additional material at an incentive value, Goodfellow Bros., acknowledges that it is forever waiving and discharging the claims presented in its prior correspondence and any other potential or actual claims, known or unknown, arising out of the procurement, installation, retrofitting, use and removal of the temporary bridge.

Construction Manager's Cost Estimate Total:

\$1,085,000 based on unit costs and dependent on quantity.

Contractor's Proposal:

\$1,085,000 based on unit costs and dependent on quantity.

Accepted Total Cost:

\$1,085,000 based on unit costs and dependent on quantity.

Prepared by:

Matt Kastberg, CCM
Name

Construction Manager
Title

8/28/2024
Date



Monthly Project Management Report

September 2024

Table of Contents

Major Projects	4
Stewart Road Bridge Replacement (13-08).....	4
East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)	5
166 th Ave E Widening (13-11)	5
Fryar Ave Trail (14-01).....	6
Washington St Restoration (24-04)	6
Left Bank Setback/White River Restoration (14-10).....	7
Pacific Pointbar / Stewart Setback (14-10)	8
Decant Facility (15-02)	8
410/Traffic Ave Interchange (15-04).....	9
Operations Facilities (17-13)	9
Rainier View Covered Court (18-04)	10
Main St/Wood Ave Intersection Improvements (19-02)	11
Alder & Kincaid Utility Improvements (19-05).....	12
Project: Ryan House Historic Rehabilitation (19-07)	13
160 th Retrofit and Pervious Sidewalks (19-08).....	14
South Tank Seismic Retrofit (19-10)	14
LS #2 and #6 Control Panel Replacement (20-04)	15
Rivergrove Community Pedestrian Bridge over SR 410 (20-07)	15
Academy Street Bike Lanes (20-08)	16
Sidewalk Improvements (20-10)	16
Treatment Facility Access Platforms (21-04)	17

ESN Salmon Creek Channel Realignment (21-08)	17
Auto Lane Sewer Force Main Replacement (21-09)	18
Sumner Tank Recoating (21-10).....	18
Maple St Ped Signal, Citywide Backplates (21-11)	19
Biosolids Dryer Replacement (21-17).....	20
63rd St Ct Trunk Line Relocation (21-21)	20
Salmon Creek Culvert Replacements (22-06)	21
Elm Street Sidewalk (23-02).....	22
Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)	23
Town Center: Cherry and Maple Utilities	23
Pavement Chip Seal	24
Systemic Horizontal Curve Improvements (23-08)	24
Tacoma Ave Overlay & Intersection (23-09).....	25
Small Works Projects.....	26
Stewart Road Pond Repair (21-15)	26
West Well Watermain and Cemetery Irrigation (23-04).....	26
Roadway Paint Line Application 2024.....	26
Sound Transit Sewer Repair	27
Crack Seal Application 2024.....	27
Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)	28
Pavement Patching 2024	28
Other Projects	29
City Hall HVAC Replacement.....	29
Senior Center Exterior Painting.....	29

Overlay Program 29

Transportation Plan Update..... 30

Watershed Vegetation Management 30

Utility Rate Study (CIP 23-01)..... 31

Sewer Main Replacement and Rehabilitation 31

Major Projects

Project: Stewart Road Bridge Replacement (13-08)		Project Manager: Drew McCarty	Budget: \$33,500,000
Finance: \$7,000,000 NHFP Grant, \$6,000,000 TIB Grant, \$2,800,000 Congressional Appropriation, \$6,833,959 STP Grant, \$187,074 City of Sumner, \$4,260,000 Pierce County, \$50,000 Tarragon, \$3,000,000 FMSIB, \$50,000 Port of Tacoma, \$150,000 City of Auburn			
Description: This project will replace the existing two lane bridge over the White River at Stewart Road. The existing bridge will be removed. The new bridge will accommodate four lanes of traffic, and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations.			
Schedule/Milestones: ■ Selection of Design Consultant (10/13) ■ Design Consultant Contract Award (12/13) ■ ROW Environmental Review Completed (11/16) ■ Start Final Design (2/21) ■ ROW Acquisitions Complete (8/24) ■ Design Complete (9/23) □ Construction Contract Award (10/24) □ Construction Complete (12/28)		Status: 9/2024 - The City has received an approved Cert 3 ROW approval from WSDOT. Staff went through the SOQ interview process of 4 different firms and selected WSP for CM Services. 8/2024 - City Staff working to get construction obligated with WSDOT and ROW Certified. Construction Management (CM) SOQs are due 8/1/2024 and staff will be going through the process of reviewing proposals and conducting interviews with CM teams. 7/2024 - The last PSE easement with Pierce County is wrapping up & prepping to advertise for CM RFQ 6/2024 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 5/2024 - Currently working through the PSE easement with pierce county and to include letter from Puyallup Tribes. 04/2024 - Removal of the Luminaire on the existing NW quadrant mast arm at the 140 th St/Stewart Rd intersection. Work was pending to be completed after storm season. This has been completed. 1/2023 - Currently working through the PSE easement with pierce county. 12/2023 - 4 ROW easement agreements have been worked through with pierce county and will be going to PW committee for approval and then to council for approval. Currently working through the PSE easement with pierce county. 11/2023 - Working on removal of the Luminaire on the existing NW quadrant mast arm at the 140th St/Stewart Rd intersection. Work to be completed after storm season (tentatively planning for early March). Construction Obligation Paperwork in process to be sent to WSDOT for approval once ROW is completed. 100% plans at City for review, acquiring Right of Way and permitting, and coordinating utility relocations City is Reviewing 90% Design Plans Final Design Kickoff completed, Value Engineering Effort Underway. BergerABAM is completing the environmental design and right of way acquisitions. Project is in formal ESA consultations since 2/2019. Project awarded new grants (City of Auburn \$150,000)(Federal STP funds \$4,920,000, construction phase; Port of Tacoma, \$50,000, design phase)	
Next Critical Activities (dates): Construction Ad – September 2024			
Next Council Actions (dates): CM Services Contract approval – October 2024 Construction Contract approval – October 2024			
Next Public Actions (dates):			

Project: East Sumner Neighborhood Stormwater Ponds – Phase II (13-10)		Project Manager: Michael Kosa	Budget: \$2,000,000
Description: Complete the design and construction of a regional stormwater pond and relocation of Salmon Creek on City properties located near Sumner Tapps Hwy, between 64 th St E and 60 th St E.			
Schedule/Milestones: ■ Design Consultant Contract Award (09/13) ■ Design Complete (07/15) ■ Construction Contract Award (08/15) ■ Construction Complete (12/19) ■ Complete Plant Establishments (01/22)		Status: Project in Closeout. Project in plant establishment period. Project 90% constructed. 60th reopened to traffic, there are no other major traffic impacts planned during project. Work restarted July 2019. The culvert has been delivered to the site. 60th Street may be closed for culvert installation, depending on contractor availability. Corps permit secured, contractor beginning project restart. The City is currently waiting on permit approval from the Army Corps of Engineers. Permit meeting occurred on site and an ESA consultation is pending. The contractor is currently on winter shutdown. Contractor to start work mid-September. Plantings at the mitigation site are 100% complete. Contractor to provide construction schedule for Mitigation Pond the week of 8/8/16. Contract has been suspended until further notice.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance			
Next Public Actions (dates):			

Project: 166 th Ave E Widening (13-11)		Project Manager: Courtney Littrell	Budget: \$16 Million (30% funded)
Finance: Port of Tacoma \$25,000, \$950,000 City (TIF & Storm), \$1,219,650 (Federal – STP), \$500,000 State Leg Appropriation, \$2.249M (Federal – ROW)			
Description: Construct Improvements to 166 th Ave E to decrease congestion and improve safety at 64 th St E and at SR 410 westbound ramps			
Schedule/Milestones: ■ Consultant Award (12/18) ■ Intersection Control Evaluation (6/20) ■ Concept Report Complete (07/20) ■ WSDOT Preliminary Design Approval (1/23) ☐ Complete Fish Passage Culvert Design/Permitting (12/24) ☐ Design/ROW Complete (2/27) ☐ Construction Complete (12/29)		Status: Design Development underway for preliminary roadway and culvert/creek design, environmental reports at Federal Services for ESA Review Updated scope in progress. Concept report approved. Project will contact adjacent property owners, then publicize the findings. Concept Report (Intersection Control Evaluation) being reviewed at WSDOT.	
Next Critical Activities (dates): Complete Fish Passage Culvert Design/Permitting (2/27)			
Next Council Actions (dates):			
Next Public Actions (dates):			

Project: Fryar Ave Trail (14-01)		Project Manager: Andrew Leach	Budget: \$5,000,000 (construction unfunded), \$580,000 design, federal and City REET
Finance: \$197,760.00 (CMAQ-Design Only) and \$30,864 (City)			
Description: To design the last missing link of trail in town between Bridge Street Bridge and Fryar Bridge. The trail currently consists of a sidewalk & bike lane.			
Schedule/Milestones: ☒ Selection of Design Consultant (05/14) ☒ Design Consultant Contract Award (05/14) ☒ Consultant Supplement Award (6/21) ☒ Resume Design (7/21) ☐ Design Complete (12/24) ☐ Begin ROW Phase (7/24) ☐ Begin Construction Phase (7/25) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: The City has selected Commonstreet as the ROW consultant. ROW Phase has begun. The City is currently working on hiring a ROW consultant. The City will be receiving grant funding for the ROW phase of the project. The City is currently moving forward with the design and environmental phases of the project. The City is currently looking at grant opportunities to purchase right of way and moving forward with the environmental phase of the project. The design on this project is moving forward. A few alternatives for the trail layout were reviewed and a final layout was selected. Selecting the final layout will allow for the environmental phase to move forward.	
Next Critical Activities (dates): Design Complete (12/24)		The design on this project is on hold until FEMA discussions allow for the trail to be constructed in the floodway.	
Next Council Actions (dates):		BergerABAM is proceeding with the design.	
Next Public Actions (dates):			

Project: Washington St Restoration (24-04)		Project Manager: Gursimran Singh	Budget: \$2,854,000 (City Funds)
Description: Project will include full Roadway reconstruction, including overlaying the roadway, curb, gutter and sidewalks, replacement of sanitary sewer water distribution and storm drainage, completing any work to conform to current ADA requirements.			
Schedule/Milestones: Project Advertisement, RFQ – July 2024 ☒ Selection of Design Consultant - August 2024		Status: Project Advertisement, RFQ in July 2024 The City reviewing SOQ's received for design consultant selection.	
Next Critical Activities (dates): Consultant Selection – August 2024			
Next Council Actions (dates): N/A			

Project: Left Bank Setback/White River Restoration (14-10)		Project Manager: Doug Beagle/Robby Wright	Budget: \$60 Million
Description: Enhance nearly 3.2 miles of riverbank. The channel will be widened by up to 200ft landward of the ordinary high to allow capacity for 100-yr event			
Schedule/Milestones: ■ Selection of Design Consultant (09/14) ■ Design Consultant Contract Award (09/14) ■ Design Complete – 24th St (05/22) ■ Bid Award – 24th St (06/22) ■ Construction Complete – 24th (01/24) □ Phase 1 Bid Advertisement (05/24) □ Bid/Award – White River Restoration (06/24) □ Construction Complete (12/27) □ ROW Acquisition (TBD)		Status: Preparing bid package for phase 1 earthwork contract Contractor for the 24th St E Utility Relocation project has achieved Substantial Completion and is working on the punchlist. Currently in the RFQ process for a CM consultant. Expected to have a consultant selected and scope/fee agreed on for June PW Committee meeting. Contractor for the 24 th St E Utility Relocation project has complete drilling for the new sewer and water lines and will soon start construction of the new pump station. Preparing CM consultant RFQ for expected advertisement early February. The Contractor for the 24th St E Utility Relocation project has mobilized and is working on drilling for the new sewer and water lines. Working through pre-construction and material procurement with the 24 th St Utility Relocation project (CIP 18-03) contractor (Johansen Construction). Construction is expected to start in January 2023. Bids opening on 6/7/22 for 24th St Utility Relocation project (CIP 18-03). Permit Submitted to June Corp April 2021, out for Public Comment Moving from 65% to 90% Plans NSD Consultant Supplement Contract PW committee Meeting August A meeting took place on 5/11 and the next meeting is scheduled for 6/8. Draft Hydraulic and Sediment reports have been presented to the Dialogue Group and the next meeting is scheduled for May 11 th . Hydraulic and Sediment models are under review. The dialogue group continues to meet. Consultant has begun hydraulic and sediment work. Two (2) Consultant Service Contracts are going to the 7/18/16 Council Meeting. One is Amendment #2 with West Consultants and the 2nd is with Natural Systems Design.	
Next Critical Activities (dates):			
Next Council Actions (dates): ROW Acquisition (TBD) CM Contract (Expected June)			
Next Public Actions (dates):			

Project: Pacific Pointbar / Stewart Setback (14-10)		Project Manager: Doug Beagle/Robby Wright	Budget: \$59,474,432
Description: Over 30 acres of floodplain reconnection and fish habitat. Installation of a floodwall along 16th and levee along 140th for increased flood protection.			
Schedule/Milestones: ☐ 90% Design Complete (12/24) ☐ Property Acquisitions Complete (12/24)		Status: Awaiting counteroffer on Ream/Robison Property. Nearing PSA with Kondratyuk Awaiting Purchase and Sale draft for DMI Drilling Mierendorf Property Acquired The contract to demolish the structures on the Bushore and Eagle properties has been awarded. Staff is preparing a notice to proceed authorizing the contractor to move forward with the demolition work.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Decant Facility (15-02)		Project Manager: Michael Kosa	Budget: \$747,000	Finance: \$390K Ecology Grant
Description: Design and construct upgrades to the Decant Facility. Improvements will include a concrete slab and a pre-engineered metal building.				
Schedule/Milestones: ■ Selection of Design Consultant (10/16) ■ Design Consultant Contract Award (11/16) ■ Design Complete (04/17) ■ Construction Contract Award (09/17) ■ Construction Complete (11/19) ■ Asphalt Contractor Selected (6/21) ■ Start Construction (8/21) ■ Construction Complete (9/21)		Status: Project in closeout Asphalt Paving Complete, Landscaping remaining Asphalt pavement work begins in mid-August Asphalt pavement work advertising for construction as small works project Project awaiting asphalt pavement after SR 410/Traffic Ave Interchange Contractor is complete Project in closeout Working on final Ecology Reimbursement. Stormwater pond construction is complete. Project is entering close-out. Negotiating change order with contractor to construct stormwater pond required by Ecology. Coordinating plans with ecology, plan to construct storm water pond and asphalt paving in 2019. Notified of \$390K Ecology Grant Building construction complete. Investigating adding asphalt driving surface to project. This project is under construction and the contractor is currently working on final completion and punchlist. This project is under construction and the contractor is currently working on floor slabs. This project is under construction and the contractor is currently working on subgrade and foundations. Western Engineering Constructors, Inc., was awarded the construction contract at a Special Council Meeting on 8/14/17. Contracts are currently being signed.		
Next Critical Activities (dates): Completion Report				
Next Council Actions (dates):				
Next Public Actions (dates):				

Project: 410/Traffic Ave Interchange (15-04)	Project Manager: Andrew Leach	Budget: \$17,000,000; Construction 100% grant funded
Description: Construct a new overpass for the SR 410/Traffic Ave Interchange to meet the demands of freight and commuter traffic.		
Finance: <i>Design:</i> Sound Transit \$100K, WA State Legislature #1 \$300K, Private Dev. \$75K, Port of Tacoma #1 \$11.5K, City of Sumner \$75K, STP Grant \$313K <i>Construction:</i> FIMSB \$2.5M, Sound Transit \$5.0M, Port of Tacoma #2 \$45k, WA State Legislature #2 \$500K, Private Development \$1.0M, TIB \$3M		
Schedule/Milestones: ■ Selection of IJR Consultant (10/15) ■ Preliminary Design Consultant Contract Award (08/16) ■ Final Design Consultant Contract Award 07/17) ■ Final Design Complete (12/18) ■ Construction Contract Award (07/19) ■ Construction Complete (1/22) □ Project Acceptance (TBD)	Status: City is working on the project closeout process with the contractor. Contract is in the plant establishment period of the project. Contractor has completed final paving. Contractor is now working on streetlights and landscaping. New signals have been installed. Contractor is working near final paving. Contractor is working on new signals on either end of the new bridge. Construction on new bridge has started. Construction has begun, contractor is working on temp water main. Ceccanti, Inc. was awarded the contract at the July 22nd special council meeting. A preconstruction meeting will be scheduled for early August. Bids opened 7/3/19. The final design is currently underway. The consultant agreement with Parametrix has been executed and the final design will begin in July.	

Project: Operations Facilities (17-13)	Project Manager: Alisa O'Haver-Ayala	Budget: \$30-40 Million (General and Utility Funds)
Description: Construct a new operations facility to house the water, sewer, storm and street maintenance staff and equipment as well and Parks, Facilities, and Custodial staff and equipment.		
Schedule/Milestones: ■ Consultant Services Contract (08/18) ■ Design Complete (8/22) ■ Phase 1: Early Works Contract Award (09/23) ■ Phase 2: North Parcel Contract Award (04/24) □ Phase 1: Early Works Construction Complete (Q3-2024) □ Phase 3: Operations Facility Contract Award (12/09/24) □ Phase 2: North Parcel Construction Complete (Q1-2025) □ Construction Complete (Q1 2026)	Status: The North Parcel work was started in June and continues. The Pre-Construction meeting for the North Parcel was held on 5/14 and the Contractor is expecting to mobilize by the end of May. The final phase of the preload on the main site is in place and is expected to be complete in August. The Pre-Construction meeting for the North Parcel is scheduled for 5/14 and the Contractor is expected to start work this month. The preload on the main site is being moved to the 4th (and final) phase and is expected to be complete in Q3. The preload is complete for 2 of the 4 preload phases and the 3rd phase is currently preloaded and is being monitored to verify it reaches the required compaction — this is likely to be achieved in June. The North Parcel is ready for the Phase 2 contractor when this contract is awarded in April. The earthwork for 2 of the 4 preload phases is still in place until early February to receive the required compaction. A Construction Management consultant has been selected and the scope and the consultant agreement will be presented to PW Committee and council in February. The Contractor (Rodarte) has complete the abatement and demolition of the buildings. The earthwork for 2 of the 4 preload phases is in place and is expected to sit until late January to receive the required compaction. The Early Work Package was awarded to Rodarte Construction The City was successful in getting the Public Works Trust Fund Loan for the construction of the decant facility. The Hearing Examiner's decision regarding the Conditional Use Permit was issued on 02/06/23. Building Permit has been submitted and is in review.	
Next Critical Activities (dates):		
Next Council Actions (dates): Phase 3: Operations Facility Contract Award (12/09/24)		

Project: Rainier View Covered Court (18-04)	Project Manager: Andrew Leach	Budget: \$1,475,000
Description: This project consists of renovating the basketball court at Rainier View Park. The court will be covered with a new roof to encourage use in all weather conditions and include ADA upgrades. The court will also be painted to accommodate basketball, volleyball and pickle ball courts. The City has received grant funding from RCO and Washington State's Local Community Project Program.		
Schedule/Milestones: ☒ Consultant Services Contract (10/21) ☒ Design Complete (8/23) ☒ Construction Contract Award (9/23) ☐ Construction Complete (12/24)	Status: Contractor has started work on the project. The City is working with the contractor to order long lead items. The City received 4 bids on 8/29/2023. Andy Johnson & Company, Inc. was the low bidder. The City is moving forward with the design of the project. The Consultant contract has been fully executed.	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Sumner Tapps Highway Guardrail Upgrade (19-01)	Project Manager: Alisa O'Haver-Ayala	Budget: \$1,455,300
Finance: City Funds \$112,700, Federal HSIP Funds \$448,600, Federal STP Funds \$749,000		
Description: Evaluate and construct upgrades to existing obsolete guardrail along Sumner-Tapps Highway, resurface Sumner-Tapps Highway		
Schedule/Milestones: ☒ Design Award (12/19) ☒ Design Complete (06/20) ☒ Obligate Construction (8/20) ☒ Award Construction Contract (11/20) ☒ Complete Resurfacing Construction (6/21) ☒ Advertise Guardrail Construction (10/21) ☒ Award Guardrail Construction (1/22) ☒ Complete Guardrail Construction (5/22) ☒ Project Acceptance (2/23)	Status: Guardrail relocation work is complete, project is in closeout. Contractor for Guardrail relocation is making good progress. Aerial utility relocations in the vicinity of the replaced guardrail are ongoing. Resurfacing project in closeout, Guardrail relocation begins in February. Guardrail project bid opening complete, award in January Resurfacing Punchlist in progress Resurfacing Construction Underway Resurfacing scheduled to begin in late April, weather permitting Project delayed until April 2021. Bids opened and came in underbudget. Guardrail portion of project in design. Funding secured for Phase 1 resurfacing construction. Resurfacing project will construct in 2020. Consultant kickoff in February. The survey fieldwork is complete. Consultant agreement at council. Consultant qualifications being evaluated. RFQ is out for advertisement. Funding has been obligated. Staff is working w/ WSDOT to obligate Design funds. Staff is preparing paperwork to add project to federal programming	
Next Critical Activities (dates):		
Next Council Actions (dates):		
Next Public Actions (dates):		

Project: Main St/Wood Ave Intersection Improvements (19-02)		Project Manager: Courtney Littrell	Budget: \$209K (Design), \$250K (ROW), \$1.8M (Con.)
Finance: City funds \$1,864,000, Federal STP Funds \$405,000, \$225,000, \$1,330,000.			
Description: Develop design for replacing the obsolete signal and complete ADA upgrades to bring the intersection into compliance			
Schedule/Milestones: ☒ Design Award (10/19) ☒ Begin ROW Acquisition (09/20) ☒ 90% Design (5/21) ☒ Design Complete (6/22) ☒ Complete ROW Acquisition (6/22) ☒ Obligate Construction (8/22) ☒ Advertise for Construction (10/22) ☒ Contract Award (12/22) ☒ Begin Construction (5/23) ☐ Complete Construction (10/24)		Status: Signal pole work is scheduled to take place beginning of September. Remaining work to be scheduled. Signal poles have been delivered. Waiting on a schedule from the contractor for the signal installation. Utility poles have been removed, trees have been planted, and final storm connection has been made. Currently waiting for the delivery of the signal poles. All communication lines have been relocated underground. Pole removal to take place in the near future, and work will resume by the contractor to complete their storm line connection and install signal poles. Intersection is open with permanent striping and the project is suspended. Work will resume once Zayo has relocated their communication line to the JUT and the utility pole is removed. The project will then be resuspended until the new signal poles arrive and can be installed.	
Next Critical Activities (dates):		Intersection has been poured with the stamped colored concrete and sidewalks are complete. Intersection is set to be reopened by Aug. 4 th . PSE has completed their power line relocation.	
Next Council Actions (dates):		All utility work has been completed besides relocation of power and communication lines. Sidewalks are being poured, and intersection will be closed for one month starting Wednesday July 5 th . The closure will last approximately 4 weeks, and the intersection will be graded and paved during the closure. Project construction started on May 1 st . Construction is currently ongoing with night work. Sewer and storm main replacements are nearing completion, and the water main work has started. The Joint Utility Trench (JUT) will begin in the next week to relocate the overhead power and communication lines underground through the intersection. Project is currently suspended due to material procurement. Construction is anticipated to being in May. Project is out for bid and the Construction Management Services Consultant has been selected.	
Next Public Actions (dates):		Project to be advertised for construction in October Additional federal funding acquired. WSDOT Review set being developed, 2 of 4 ROW acquisitions complete 90% Design at City for Review Beginning 90% design, ROW acquisition, City funding Construction phase in 2022 Internal review of 30% Design. Additional funding acquired for right of way acquisition phase. Project progressing toward 30% design. Project survey complete in November. Consultant agreement award at Council. Consultant selection completed. Developing consultant agreement. Staff is completing federal obligation paperwork.	

Project: Alder & Kincaid Utility Improvements (19-05)		Project Manager: Alisa O’Haver-Ayala	Budget: \$7,002,990
Description: Replacement of utilities in the Alder and Kincaid Right-of-Way in the vicinity of the Red Apple property. Necessary to replace aging infrastructure and support the town center plan redevelopment.			
Schedule/Milestones: ■ Select Design Consultant (10/19) ■ Award Final Design Contract (7/20) ■ Bid Award (06/22) ■ Construction Complete (02/24)		Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contractor has completed the south half of the Main St / Kincaid Ave / Cherry Ave intersection and is working on the north half. Cherry Ave is still under construction. Kincaid Avenue has been re-opened and Cherry Avenue is closed for construction.	
Next Critical Activities (Dates):		Construction at the Main St. intersection is expected to start on 4/3. Contractor is making progress on installation of waterline and water service connections in Kincaid Avenue, Academy Street, and Park Street. There are some material procurement challenges with the parts for the water service connections	
Next Council Actions (dates): Project Acceptance (TBD)		City gave Notice to Proceed (NTP) to the contractor (Reed) on 8/8/22 Construction bids opened on 05/19. Pending award. Consultant is packaging phase 1 of the bid set plans/specs with the Academy Street Bike Lanes project for construction under the Town Center: Utility and Woonerf project.	
Next Public Actions (dates):		Design work has begun to incorporate Main Street Visioning streetscape components along with the Academy Street Bike Lanes within Alder and Kincaid around Heritage Park.	

Project: Ryan House Historic Rehabilitation (19-07)		Project Manager: Drew McCarty	Budget: \$825,000 + \$750,000 = \$1,575,000 (Grants)
Description: Rehabilitation of the Ryan house Phase 1 to include structural upgrades, structural repairs and ADA accessibility.			
Schedule/Milestones: ■ Design Consultant (11/22) □ Select Contractor (XX/XX) □ Construction Complete (XX/XX)		Status: September 2024 – Project is on hold January 2024 – Project is on hold until after LUPA Determination November 2023 – Project is on hold until after Growth Management Act & LUPA Determination October 2023 – Petition sent to city on the Growth management Act & LUPA for the Demolition Permit September 2023 – Council voted to demolish the Ryan House September 2023 – Ryan House to Council based on Finance Committee recommendation. August 2023 – Ryan House Update at Finance Committee to present options on which way to go with the Ryan House June 2023 – Received a schematic design cost estimate & WJE is working through drawings for Phase 1 June 2023 – Dickson Company to perform abatement June 2023 – Additional Openings completed by City Staff for WJE Inspection May 2023 – Received \$750,000 grant from LTAC May 2023 – Take Ryan House Rehabilitation Project to Finance Committee March 2023 – Pierce Count Grant Contract to be Executed March 2023 – WJE to assess Interior & Exterior inspection openings for structural upgrades February 2023 – Additional Asbestos discovered; testing was performed. Mastic in ceiling tile adhesive in cedar cabin February 2023 – WJE performing Interior & Exterior inspections for Phase 1 January 2023 – WJE Selected as Design Consultant	
Next Critical Activities (dates): Project is on hold			
Next Council Actions (dates):			

Project: 160 th Retrofit and Pervious Sidewalks (19-08)		Project Manager: Andrew Leach	Budget: \$450,000 (State and City funds)
Finance: Ecology and Complete Street Funds			
Description: Installing pervious sidewalks on 160 th that will fill in the sidewalk gap between the YMCA and main Street			
Schedule/Milestones: ■ Selection of Design Consultant (09/19) ■ Design Consultant Contract Award (03/20) ■ Design Complete (3/22) ■ Construction Contract Award (4/22) ■ Construction Complete (12/23)		Status: Project is physically complete and is now in closeout process. Project is substantially complete and is in the plant establishment period. Construction has begun. Contractor has installed the storm line and is graded for curb and gutter. The project is awarded and awaiting start of construction. Plans have been approved by Ecology. The project will be going out to bid. The 100% plans have been submitted to Ecology for review. 90% Plans have been accepted by Ecology. The City is finalizing the 100% plans and will be sending them to Ecology for review before bidding the project for construction. The 90% design is with Ecology for Review. Design is 30% complete and moving forward to final design. Starting project design. Grant agreement passed by Council. City is working on grant agreement with DOE. Staff is currently reviewing SOQs to select a design consultant for the project.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (TBD)			
Next Public Actions (dates): N/A			

Project: South Tank Seismic Retrofit (19-10)	Project Manager: Andrew Leach/Courtney Littrell	Budget: \$2,463,900
Description: Design and construction of seismic improvements to improve the resiliency of the south tank reservoir.		
Schedule/Milestones: ■ Select Design Consultant (1/20) □ Bid Award (TBD) □ Construction Complete (TBD)	Status: Plans and specifications approved by Department of Health, seeking permission to advertise from FEMA. A delay in the design was encountered due to damages to the facilities during the Sumner Grade Fire that prevent the tank from being drained. Design work resumed in March 2021.	
Next Critical Activities (Dates): Construction Contract Award (TBD)		
Next Council Actions (dates): Construction Contract Award (TBD)		
Next Public Actions (dates): N/A		

Project	LS #2 and #6 Control Panel Replacement (20-04)	Project Manager: Drew McCarty	Budget: \$1,681,600
Description: Design and installation of replacement control panels at lift stations #2 and #6			
Schedule/Milestones: ■ Select Design Consultant (10/2020) ■ Bid Award (06/2024) □ Construction Complete (2/2025)		Status: September2024 – The contractor has been submitting submittals and will mobilize on 9/2. Control panels for both stations have been built and delivered to the WWTF for storage until needed for install. July 2024 – Bids were received on 6/25/2024 and staff attended the factory testing of panels on 6/26. Due to long lead times of PLC hardware and procurement, project will be advertised in 6/2024. Design is complete & finalizing project specs/front end documents to advertise. PLC Hardware and Panels to be ordered by the city April 2023. PLC Hardware and Panels have been procured. Plan to advertise Project the end of the Summer.	
Next Critical Activities (Dates): Project Construction Start 09/2024			
Next Council Actions (dates): N/A			
Next Public Actions (dates): N/A			

Project: Rivergrove Community Pedestrian Bridge over SR 410 (20-07)		Project Manager: Andrew Leach	Budget: \$5,000,000
Finance: Sound Transit funds (\$452,000) (Design Only)			
Description: Construct a new pedestrian bridge over SR 410 at Sumner Ave to provide a non-motorized connection to the Rivergrove Neighborhood.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (12/20) □ Design Complete (12/25) □ Construction Complete (12/27)		Status: The 30% plans have been reviewed and approved by WSDOT. The 30% plans are complete and have been sent to WSDOT for approval. The Consultant is working towards 30% design of the project. Contract will be awarded at the December Council Meeting The City has completed consultant interviews and will be working with V+M Structural Design to execute a scope and fee. City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates): Consultant Design Supplement (8/24)			
Next Council Actions (dates): Consultant Design Supplement (8/24)			
Next Public Actions (dates):			

Project: Academy Street Bike Lanes (20-08)		Project Manager: Alisa O’Haver-Ayala	Budget: \$1,342,700
Finance: Sound Transit funds (\$875,000)			
Description: Develop an east-west bicycle corridor extending east from the Sumner Sound Transit Station to Wood Avenue.			
Schedule/Milestones: ■ Grant Agreement Complete (06/20) ■ RFQ (06/20) ■ Consultant Agreement Award (10/20) ■ Preliminary Design Complete (3/21) ■ Public Outreach (04/21) ■ Design Complete (4/22) ■ Construction Contract Award (06/22) ■ Construction Complete (02/24)		Status: The Contractor achieved Physical Completion. This project is in closeout. The Contractor achieved Substantial Completion and is working through completing punchlist items. The majority of construction was completed in July. The only remaining item is hydroseeding (must wait until after 9/1/23). Contract awarded to Reed Construction. Notice to Proceed (NTP) issued on 8/8/22. Construction bids opened on 05/19. Pending award. Consultant is packaging bid set plans/specs with the Alder/Kincaid Utilities project for construction under the Town Center: Utility and Woonerf project. Public Engagement completing, consultant beginning Final Design Consultant beginning conceptual design phase City is evaluating consultant qualifications City has advertised a request for qualifications for a project design consultant.	
Next Critical Activities (dates):			
Next Council Actions (dates): Project Acceptance (TBD)			
Next Public Actions (dates):			

Project: Sidewalk Improvements (20-10)		Project Manager: Andrew Leach	Budget: \$1.7 million
Description: This project provides for the improvement of sidewalk and ADA curb ramps within the Sound Transit Focus Area and Rivergrove Area. The project also includes erosion control, installation of new hydrants, storm utilities and electrical conduit for future street lighting, as well as paving, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.			
Schedule/Milestones: ■ Consultant Services Contract (09/20) ■ Design Complete (05/21) ■ Construction Contract Award (06/21) ■ Construction Complete (11/22)		Status: The City is working on the closeout process with the contractor. Project has reached substantial completion. Contractor is working on punchlist items. Contractor is steadily moving forward with sidewalk replacement. Contractor is almost complete with the sidewalk work in the Rivergrove Neighborhood. Contractor is currently working on Ryan Ave and Maple Street Construction is set to begin beginning of August Project is out to bid and the construct contract award will go to City Council in 06/21.	
Next Critical Activities (dates): Project Acceptance (TBD)			
Next Council Actions (dates): Project Acceptance (TBD)			

Project: Treatment Facility Access Platforms (21-04)		Project Manager: Drew McCarty	Budget: \$135,000
Description: Installation of access platforms at the headworks screens.			
Schedule/Milestones: ■ Select Design Consultant (5/2021) ■ Bid Award (2/2023) ■ Construction Complete (5/2024)		Status: 6/2024 - Contractor has completed the project 5/2024 - Contractor is currently working through punch list items/special inspections. 08/14/2023 - Platform arrived on site and contractor has been working to install. Stairs will arrive any day for install and the contractor will complete the piping work during stair install. 08/2023 - Contractor shall install platform & complete piping modification work 07/2023 - Contractor shall perform some piping modification work 03/2023 - NTP to Contractor 03/2023 - Preconstruction meeting with Contractor (Aqua Tech) 2/27/2023 - Contract Executed with Contractor The bid package is being prepared to solicit for construction bids. Bid package has been advertised & Bids are due on 2/2/2023 Staff has reviewed 90% design drawings.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: ESN Salmon Creek Channel Realignment (21-08)		Project Manager: Robby Wright	Budget: \$ 380,000 (City Storm Funds)
Description: Reconfigure Salmon Creek to new stream channel, modify fish exclusions, and rehab existing culvert under 60th St.			
Schedule/Milestones: ■ Consultant Agreement (6/21) ■ Design Complete (5/22) ■ Construction Contract Award (5/23) ■ Construction Complete (08/23)		Status: Project Substantially Complete Construction expected to begin 7/15/23 Construction contract has been awarded to Rodarte. Project to re-advertise March 2023 All bids rejected. Project being revised and will be re-bid in Fall 2022 for Summer 2023 construction. Project pending award Project design underway RFQ Process Completed, Consultant Selected, Design Agreement heading to Council	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Auto Lane Sewer Force Main Replacement (21-09)		Project Manager: Andrew Leach/Courtney Littrell	Budget: \$300,000
Description: Replace portions of the sewer force main extending from Auto Lane into 166th Avenue E.			
Schedule/Milestones: ■ Select Design Consultant (6/21) □ Bid Award (TBD) □ Construction Complete (TBD)		Status: Project design is on hold.	
Next Critical Activities (dates): Construction Contract Award			
Next Council Actions (dates): Construction Contract Award			

Project: Sumner Tank Recoating (21-10)		Project Manager: Andrew Leach	Budget: \$657,000
Description: Recoating of the Sumner Springs Reservoir.			
Schedule/Milestones: ■ Select Design Consultant (6/21) ■ Bid Award (10/22) ■ Construction Complete (6/23)		Status: Construction is complete. City is working on the closeout process with the contractor. Construction is underway. Construction contract Awarded to Coatings Unlimited. Work to begin in December 2022. Approved by department of health, pending advertisement 90% plans at Department of Health for Review	
Next Critical Activities (dates): Project Acceptance (TBD)			
Next Council Actions (dates): Project Acceptance (TBD)			

Project: Maple St Ped Signal, Citywide Backplates (21-11)		Project Manager: Alisa O'Haver-Ayala	Budget: \$1.1M (99% federal, 1% city general fund)
Description: Upgrade Traffic Ave and Maple St Crosswalk to a pedestrian signal, install signal backplates.			
Schedule/Milestones: ☒ Programming (9/21) ☒ Consultant Services Agreement (3/22) ☒ Design Complete (03/23) ☒ Reject All Bids (01/24) ☐ Construction Contract Award (11/24) ☐ Construction Complete (04/26)		Status: City staff are working with WSDOT to receive additional grant funding to cover the full cost of this project. Council approved Resolution to reject all bids and re-bid. This project is out to bid with bid opening expected on 12/12/2023. Design is complete. Working through obligation process with WSDOT. WSDOT NEPA documentation has been approved. Consultant has completed 100% design and NEPA documentation has been resubmitted. Met with WSDOT for NEPA kick-off. Consultant is continuing design with preferred alternative. Consultant is beginning design. A consultant agreement will be at Council in March. Qualifications of firms are being evaluated. Interviews in January. RFQ advertised. Project being programed and obligated to begin the design phase	
Next Critical Activities (dates):			
Next Council Actions (dates): 11/24 Construction Contract Award			

Project: Biosolids Dryer Replacement (21-17)		Project Manager: Ryan Johnstone	Budget: \$16-20 Million
Description: Biosolids Equipment Modernization at the Wastewater Treatment Facility.			
Schedule/Milestones: ☒ Consultant Services Agreement (2/22) ☒ Concept Report (12/22) ☐ Final Design Complete (12/24) ☐ Construction Contract Award (TBD) ☐ Construction Complete (TBD)		Status: Awaiting funding award announcement from the Public Works Trust Fund board on September 6, 2024. Have completed multiple revisions to dryer procurement contract and am waiting on Komline to sign. Received 50% design plans from Gray and Osborne. Staff is currently reviewing. Dryer Procurement Contract approved by City council on June 17. Contract going to Dryer supplier week of July 1st for signature. PWTF Loan application successfully submitted prior to June 28th application deadline. Completing application for PWTF Loan — Deadline is June 28th for application submission. Contract for dryer procurement scheduled for June 4th Public Works Committee. Advertisement for procurement of Biosolids Dryer complete and low apparent bid selected. Bid is currently being evaluated by staff and consultant for responsiveness to technical specifications. City reviewing preprocurement bid document Beginning Final Design, project currently experiencing minor delay to secure PWTF loan Project setting evaluation criteria, completing feasibility study and sizing Study in progress, draft study delayed due to non-responsive supplier estimates Dryer Repairs complete A committee consisting of Bonney Lake and Sumner staff have reviewed the Statements of Qualifications received and identified Gray & Osborne as the most qualified firm for this work. A Request for Qualifications to solicit interest from firms in the development, design, and implementation of this project has been published. Project may include the Dryer, Dissolved Air Flotation Thickener, Polymer Feed Systems, and Waste Gas Burner.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: 63rd St Ct Trunk Line Relocation (21-21)		Project Manager: Robby Wright	Budget: \$198,900
Description: Reroute existing storm main from under existing building.			
Schedule/Milestones: ☒ Consultant Task Order (9/21) ☒ Design Complete (1/23) ☐ Construction Award (TBD) ☐ Construction Complete (TBD)		Status: On Hold Design complete, finalizing bid packet. Preliminary Design concept completed. Scope modified to include enhanced treatment. Utility potholing showed conflicts between proposed storm and existing sewer. Re-planning alternatives to minimize conflicts and disturbance.	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project:	Cemetery Facility Building (22-03)	Project Manager: Drew McCarty	Budget: \$3,000,000
Description: New Construction of Cemetery Building that will include maintenance/storage area, office, breakroom and restrooms.			
Schedule/Milestones: ☒ Design Consultant (08/2022) ☒ Select Contractor (08/2023) ☐ Construction Complete (08/2024)		Status: 9/2024 - Contractor has received substantial completion and is working through final punch list items. 8/2024 - PSE to set pole and energize the building on 8/06, Contractor will be working through commissioning and punch list items this month.	
Next Critical Activities (dates): Ribbon Cutting - 8/12/2024		5/2024 - Contractor is working to Complete Mechanical and Electrical. Doors, insulation, drywall, and plywood all to be installed this month.	
Next Council Actions (dates): Ribbon Cutting - 8/12/2024		3/2024 - Contractor completed the roof last month and is about 90% complete with plumbing and now working on electrical. 1/2023 - Contractor is ready to pour the slab and working on pre building the framed walls 11/2023 - Contractor is working on foundation and utility work 10/2023 - Contractor is working on foundation and utility work 10/2023 - Begin Construction 08/2023 - Award Construction Contract 08/01/2023 - Construction Bids Due 07/2023 - Advertise for Construction 03/27/2023 - Cemetery Facility Update at Council Study Session 90% Civil plans in review & Septic plans in review	

Project:	Salmon Creek Culvert Replacements (22-06)	Project Manager: Robby Wright	Budget: \$609,700
Description: Replacement of remaining culverts on Salmon Creek, downstream of Main. Phase 1 will be design & permitting.			
Schedule/Milestones: ☒ Consultant Contract (6/23) ☐ Bid Award (7/25) ☐ Construction Complete (12/27)		Status: Alternative Analysis complete, working with property owners Initial culvert sizing memo completed 125k Grant request put in to FCZD to help fund design Consultant contract with Osborn Consulting signed	
Next Critical Activities (dates):			
Next Council Actions (dates):			

Project: Elm Street Sidewalk (23-02)	Project Manager: Courtney Littrell	Budget: \$550,000
Description: Project will improve pedestrian safety by constructing curb, gutter, curb ramps, and sidewalk on the north side of Elm Street between Wright Avenue and Bonney Avenue.		
Schedule/Milestones: ☒ Project Advertisement (2/23) ☒ Select Consultant (3/23) ☒ Design Complete (5/24) ☒ Project Advertisement (5/24) ☒ Bid Award (6/24) ☐ Construction Complete (09/24)	Status: PSE and comm work are completed. Contractor has completed excavation along the north side of Elm St and is set to pour curb and gutter. Construction has begun with demolition and tree removal. PSE has relocated their pole, and the comms are working on relocating their lines. Construction contract was awarded to C. Denney Construction, LLC. Waiting to set pre-construction meeting to discuss the project schedule.	
Next Critical Activities (dates):	Project is currently out for bid. Bid opening is June 4 th .	
Next Council Actions (dates): N/A	City has returned 100% design comments. Looking to advertise for bid in May. City has returned 90% design comments to MacKay Sposito. City has returned 60% design comments to MacKay Sposito. City has received 60% plans from MacKay Sposito and are currently in review. Design has begun, and 30% plans have been reviewed and comments were returned to MacKay Sposito for the next round of submission. MacKay Sposito was selected as the Design Consultant and design is underway. Consultant selection is underway. Project has been advertised for design consultant selection.	

Project: Sidewalk Repair Program (Street Tree, Helping Homeowners, ADA Program) (23-03)		Project Manager: Courtney Littrell	Budget: \$500,000 (Street Tree), \$50,000 (Helping Homeowners), & \$40,000 (ADA Program)
Description: Repair sidewalks that are failing due to street tree damages and sidewalks that have been damaged that are the responsibility of the homeowner, with the assistance of the city (50/50 cost share program).			
Schedule/Milestones: ☒ Identify Replacement Locations (10/23) ☒ Begin Project Design (1/24) ☒ Design Complete (5/24) ☒ Project Advertisement (5/24) ☒ Bid Award (6/24) ☐ Construction Complete (10/24)		Status: Notifications have been mailed to the affected residents. Working with contractor to get a schedule for the upcoming work. Construction is anticipated to being in mid-September. Working to mail out post cards to the affected residents. Construction contract was awarded to Asphalt Patch Systems, Inc. Waiting to set pre-construction meeting to discuss the project schedule. Project is out for bid. Bid opening is June 11 th . Design is nearing completion and working on the bid package. Looking to advertise in May.	
Next Critical Activities (dates):		Payments have been received from homeowners who are participating in the program. Currently finalizing the location list and documentation to prepare for bid advertisement. Decision letters have been mailed out to those who applied to participate in the program. Thirteen locations were selected for repairs this biennium. Street Tree Damaged locations are now being selected for repairs. Helping Homeowner Notices and Application Letters have been mailed. Applications are due in January of 2024, and location selection will be completed at the end of January 2024. Location selection is underway for Street Tree Damages.	
Next Council Actions (dates):		Design of sidewalk replacements to begin after replacement locations have been identified.	

Project: Town Center: Cherry and Maple Utilities		Project Manager: Andrew Leach	Budget: \$4,330,800 (Utilities and Roadway Funds)
Description: Replacement of Utilities due to age and to support Town Center redevelopment.			
Schedule/Milestones: ☒ Select Design Consultant (10/19) ☒ Award Final Design Contract (7/20) ☒ 90% Plans Completed (03/21) ☐ Project Advertisement (2025) ☐ Select Contractor (2025) ☐ Construction Complete (2025)		Status: 90% Plans completed and this project work divided out as Phase 2. Phase 1 is the TCUW project. Phase 2 will be completed and bid in 2025. Design development work has been completed and staff is recommending a final design contract for council approval. Request for Qualifications were received in August. Staff is working on finalizing the project extents before negotiating a scope and budget with the consultant.	
Next Critical Activities (dates):		Project requirements are being compiled in advance of design consultant selection.	
Next Council Actions (dates):			

Project: Pavement Chip Seal	Project Manager: Gursimran Singh	Budget: \$510,000
Description: Resurfacing designated existing roadways with a pavement chip seal and fog seal treatment.		
Schedule/Milestones: ☐ Project Advertisement ☐ Select Contractor ☐ Construction Contract Award ☐ Construction Complete	Status: Plan to tag team Chip Seal project with City of Bonney Lake, work to be performed in August 2024 Double Chip Seal on Washington St planned — April 2024 Project planned for 2025	
Next Critical Activities (dates):		

Project: Systemic Horizontal Curve Improvements (23-08)	Project Manager: Thi Le	Budget: \$903,000 (Federal HSIP funds)
Description: Install curve warning signs, speed feedback signs, rumble strips, profiled striping, reflective markers, channelization, guardrail, and street lighting.		
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (01/2024) ☒ Start Preliminary Design (02/24) ☐ Bid Award (02/25) ☐ Construction Complete (9/25)	Status: SCJ is working on analyzing the crash data along the corridors and develop countermeasures as well as priority of implementation. SCJ Alliance was selected as the Design Consultant Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	
Next Critical Activities (dates):		
Next Council Actions (dates):		

Project: Tacoma Ave Overlay & Intersection (23-09)		Project Manager: Gursimran Singh	Budget: \$380,000 (86.5% Federal / 13.5% City general fund)
Description: Improvements consist of plane, repair, and overlay Tacoma Avenue from Puyallup Street to the White River Bridge, complete intersection channelization improvements, add an eastbound left turn pocket on Puyallup Street at Tacoma Avenue, and upgrade the intersection of Puyallup Street and Tacoma Avenue to a signalized intersection. Project shall include ADA upgrades/sidewalks, associated utility work and illumination as needed.			
Schedule/Milestones: ☒ Project Advertisement (11/23) ☒ Consultant Selection (12/23) ☒ Start Preliminary Design (03/24) ☐ Bid Award (TBD) ☐ Construction Complete (TBD)		Status: August – City PM to submit STIP amendment to PSRC to revise project description from a signalized intersection to a roundabout. July – Moving forward with Roundabout option at the intersection, Design Consultant to provide updated scope and fee May 2024 City evaluation options – Roundabout or Traffic Signal Preliminary design started in March 2024	
Next Critical Activities (dates):		Consultant Selection – Parametrix, negotiated hourly agreement signed by both City and consultant and reviewed and submitted to WSDOT.	
Next Council Actions (dates):		Project has been advertised for design consultant selection. Project Obligated Project being programmed with WSDOT	

Small Works Projects

Project: Stewart Road Pond Repair (21-15)		Project Manager: Robby Wright	Budget: \$120,000 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (6/24) ☐ Select Contractor (7/24) ☐ Construction Complete (9/24)		Status: Project bid package being finalized. Obtaining TCE's Amending scope to reflect change in the design requested by Operations Waiting on pothole information from Shops and updates from Parametrix. Project pushed to 2023 after shops requested a change in treatment system. Project under re-design Project being set up. Work areas being identified. Project may be pushed back to 2022.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: West Well Watermain and Cemetery Irrigation (23-04)		Project Manager: Andrew Leach	Budget: \$350,000
Description: A new water main will be routed to maintain the city connection between the City's west well and the rest of the water distribution system. The Sumner Cemetery's irrigation will also be updated to current standards.			
Schedule/Milestones: ☒ Project Advertisement (2/23) ☒ Select Consultant (4/23) ☒ Design Complete (5/24) ☐ Select Contractor (TBD) ☐ Construction Complete (TBD)		Status: Project received no bids. The City is reviewing options for moving the project forward. Design is complete and the project is out for bid advertisement. Design of the project is underway. BHC has been selected for design of the project. Project has been advertised for design consultant selection.	
Next Critical Activities (dates): Construction Contract Award (TBD)			
Next Council Actions (dates): Construction Contract Award (TBD)			

Project: Roadway Paint Line Application 2024		Project Manager: Gursimran Singh	Budget: \$71,050 (General Funds) (2 years of painting)
Description: Complete annual paint pavement marking			
Schedule/Milestones: ☐ Verify Painting Schedule (TBD) ☐ Complete Construction (TBD)		Status: City on the Pierce County Stripping list, work to be performed in Summer – August – Working with Pierce County to verify pavement paint line schedule.	
Next Critical Activities (dates): N/A			

Project: Sound Transit Sewer Repair		Project Manager: Gursimran Singh	Budget:
Description: Replace failing sewer line on West of Cherry Ave between Academy St and Harrison St			
Schedule/Milestones: ☐ Project Advertisement (09/2024) ☐ Select Contractor (09/2024) ☐ Construction Complete (TBD)		Status: August – Project in the final stage of design	
Next Critical Activities (dates): Design complete 08/2024			
Next Council Actions (dates): N/A			

Project: Crack Seal Application 2024		Project Manager: Gursimran Singh	Budget: \$125,000 (General Funds) (2 years of sealing)
Description: Complete crack sealing application to local roads to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (05/2024) ☐ Select Contractor (05/2024) ☐ Construction Complete (TBD)		Status: Project request for bids in May 2024 March/April - Preparing Plans, Specifications and estimates for bid package July – Project Completed August – Project in closeout phase, issuing Substantial completion and executing final pay estimate	
Next Critical Activities (dates): Project construction in 07/2024			
Next Council Actions (dates): N/A			

Project: Heritage Park Masterplan, Activated Alley and Wayfinding (W-22-04)		Project Manager: Drew McCarty	Budget: \$280,000 (Sumner & 2023 Pierce County LTAC) + \$1,600,000 (2024 Pierce County LTAC)
Description: Heritage Park – Provide a master plan of the expanded park. Alley Activation – Develop the alley between Kincaid & Alder to 30% plans. Wayfinding Signs – finalizing elements such as posts, materials, etc. Additional Scope: Develop 100% plans for Heritage Park, Hops Alley and the Event Building that will be located within Heritage Park.			
Schedule/Milestones: ☒ Project Advertisement (05/22) ☒ Consultant Selected (10/22) ☒ Alley 30% Completed (03/23) ☒ Heritage Park Masterplan Complete (07/23) ☒ Wayfinding Design Complete (2/24) ☐ Wayfinding out to Ad (3/24) ☐ 30% Design (06/24) ☐ 60% Design (09/24) ☐ 100% Design (12/24)		Status: 9/2024 - City Staff has received 30% plans for the Park and Building & 60% plans for the Alley for review. CUP and SEPA have been submitted. 8/2024 – Project team is scheduled to receive 30% plans on 8/30 for review. CUP has been submitted and SEPA will be submitted within the next week. 7/2024 – Project team is working through CUP/SEPA application and building programing. 5/2024 – Project team is working through the programing for the event building and CUP/SEPA documents. 3/2024 – The city was awarded an additional \$1.6M for 2024 from Pierce County LTAC to complete the design of Heritage Park, Hops Alley, and Event Building. JETT Landscape and Architecture is continuing their hard work to get the city 100% plans by the end of 2024. 3/2024 – Wayfinding design was completed and is out to Ad currently with bids being due on 4/4/2024. A draft of the Masterplan as well as fly-over renderings has been completed. Alley draft 30% plans completed.	
Next Critical Activities (dates):		Heritage Park Masterplan narrowed to 2 alternatives.	
Next Council Actions (dates): N/A		Heritage Park Masterplan Open House 01/23 at Electric Coffee Alley Stakeholder Meeting at JMJ Office (11/22)	

Project: Pavement Patching 2024		Project Manager: Gursimran Singh	Budget: \$249,150 (General Funds)
Description: Complete pavement repairs by removing and replacing small sections of failed pavement to preserve roadway surfaces			
Schedule/Milestones: ☐ Project Advertisement (05/2024) ☐ Select Contractor (05/2024) ☐ Construction Complete (07/2024)		Status: Project Request for Bids in May 2024 March/April - Preparing plans, specifications and estimates for Bid package July/August – Project constructions tentatively scheduled for late July/early August July – Lowest bidder voluntarily withdraw his bid due to not able to perform the work at the prices quoted in the Bid.	
Next Critical Activities (dates): Project Construction 07/2024		August – Working with next lowest bidder to schedule the work and get them under contract.	
Next Council Actions (dates): N/A			

Other Projects

Project: City Hall HVAC Replacement		Project Manager: Derek Barry	Budget: \$40,000
Description: Replace City Hall HVAC equipment			
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()		Status: Work to be completed if HVAC replacements are needed	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Senior Center Exterior Painting		Project Manager: Derek Barry	Budget: \$40,000 (General Funds)
Description: Repaint Senior Center, which is currently peeling/end-of-life.			
Schedule/Milestones: ☐ Project Advertisement (TBD) ☐ Construction Complete (TBD)		Status: Project programmed to 2024	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Overlay Program		Project Manager: Gursimran Singh	Budget: \$300,000 (General Funds)
Description: Place layer of new asphalt over existing base layer of asphalt to preserve roadway base.			
Schedule/Milestones: ☐ Project Advertisement () ☐ Select Contractor () ☐ Construction Complete ()		Status: Project planned for 2025.	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Transportation Plan Update		Project Manager: Michael Kosa	Budget: \$250,000 (General Funds)
Description: Update the 2015 Transportation Plan in coordination with the 2024 Comprehensive Plan Update			
Schedule/Milestones: ■ Begin Plan Update (12/22) □ Complete Plan Update (10/24)		Status: Final draft included in Draft Comprehensive Plan for adoption, final revisions being completed currently Final draft in progress, draft document has been reviewed by Planning Commission Plan in Development Project kickoff meeting occurred in January	
Next Critical Activities (dates): □ Council Adoption (10/24)			
Next Council Actions (dates): N/A			

Project: Watershed Vegetation Management		Project Manager: Ryan Johnstone	Budget: \$50,000 (Water Utility Funds)
Description: Contract out for vegetation management services to effectively manage invasive species and dead trees in the watershed			
Schedule/Milestones: ☐ Preliminary Design (6/24) ☐ Bid Award (9/24) ☐ Construction Complete (12/24)	Status: GIS mapping of problematic trees completed and exhibits created for contractors to bid the work. Contractor solicitation to begin in early September. Watershed walkthrough completed. Working with consultant to complete technical memo to document findings. Watershed walkthrough with geotechnical engineer scheduled for June 4. Collecting data on hazard trees that require removal and assembling map for contractor bids. Project in pre-design		
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			

Project: Utility Rate Study (CIP 23-01)		Project Manager: Andrew Leach	Budget: \$50,000
Description: Financial analyses of the Water, Wastewater, and Storm Water utilities			
Schedule/Milestones: ■ Project Advertisement (1/23) ■ Select Consultant (4/23) ■ Study Complete (12/23)		Status: Study Complete – Policy Updates continue FCS Group was selected for the project and has begun working on the study. Project advertised for consultant selection.	
Next Critical Activities (dates): Policy Updates (TBD)			
Next Council Actions (dates): N/A			
Project: Sewer Main Replacement and Rehabilitation (Sewer Jet Study)		Project Manager: Ryan Johnstone	Budget: \$150,000 (Sewer Utility Funds)
Description: Complete analysis of sanitary sewer mains that require regular sewer jet activities and determine how best to eliminate regular maintenance issues.			
Schedule/Milestones: ■ Begin Study (4/24) □ Study complete (8/24)		Status: City staff collecting remaining field data for one problematic main. Consultant finishing draft report and cost estimates. Work ongoing. Met with consultant week of June 24th to review draft findings of pipe survey. Some additional fieldwork at several pipe locations still necessary. Consultant is beginning work on draft solutions and cost estimates. Consultant is collecting sewer main data. Public Works staff is video inspecting sewer mains. Study is under contract with consultant and preliminary mapping and data collection is underway. Project in pre-design	
Next Critical Activities (dates):			
Next Council Actions (dates): N/A			